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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Ferndale Laboratories, Inc.Application No./Patent No.: 10/762,652 Filed/Issue Date: 22 January 2004

Entitled: "Stabilized steroid composition and method for its preparation"

Triax Pharmaceuticals, LLC, a Delaware limited liability company  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

J. Mark Pohl  
Signature

18 December 2007  
Date

J Mark Pohl  
Printed or Typed Name

973-984-6159  
Telephone Number

\_\_\_\_\_  
Attorney in fact  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**PATENT RIGHTS ASSIGNMENT**

THIS PATENT RIGHTS ASSIGNMENT, dated August 31, 2007, is made between Ferndale Laboratories, Inc., a Michigan corporation, having a place of business at 780 W. Eight Mile Road, Ferndale, Michigan 48220 ("Assignor"), and Triax Pharmaceuticals, LLC, a Delaware limited liability company, having a place of business at 20 Commerce Drive, Cranford, New Jersey 07016 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated July 19, 2007 (as amended to date, the "Sale Agreement"), pursuant to which the Assignor has agreed to sell to the Assignee the Transferred Assets (as defined in the Sale Agreement), including, without limitation, all right, title and interest in and to the United States patent application set forth on Schedule A appended hereto (the "Patent Rights").

NOW, THEREFORE, pursuant to the terms and conditions of the Sale Agreement, and for good and valuable consideration as set forth in Schedule 11.1 to the Sale Agreement, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests in and to the Patent Rights, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the Patent Rights, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of the Patent Rights with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. Assignor agrees at Assignee's expense to execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Patent Rights as Assignee may reasonably deem appropriate.
3. This Patent Rights Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware.
4. In the event that any provision of this Patent Rights Assignment shall be construed to conflict with a provision of the Sale Agreement, the provision in the Sale Agreement shall be deemed controlling.
5. This Patent Rights Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Sale Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Patent Rights Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Patent Rights Assignment.

ASSIGNOR

**FERNDALE LABORATORIES, INC.,** a  
Michigan corporation

By: \_\_\_\_\_  
James T. McMillan, II  
Chairman and Chief Executive Officer

STATE OF MICHIGAN     )  
                                      )  
COUNTY OF WAYNE     )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared James T. McMillan, II, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

ASSIGNEE

**TRIAX PHARMACEUTICALS, LLC,** a  
Delaware limited liability company

By: \_\_\_\_\_  
Joseph Krivulka  
Chief Executive Officer

and By: \_\_\_\_\_  
Leonard L. Mazur  
Chief Operating Officer

*Signature Page to Patent Rights Assignment]*

IN WITNESS WHEREOF, the undersigned have executed this Patent Rights Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Patent Rights Assignment.

ASSIGNOR

**FERNDALE LABORATORIES, INC., a**  
Michigan corporation

By: *James T. McMillan, II*  
James T. McMillan, II  
Chairman and Chief Executive Officer

STATE OF MICHIGAN )  
                          *Oakland*  
COUNTY OF WAYNE )

On this 23 day of August, 2007, before me personally appeared James T. McMillan, II, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Margaret A. Stolakis*  
NOTARY PUBLIC

My commission expires: 3-26-2008

MARGARET A. STOLAKIS  
Notary Public, Oakland County, MI  
My Commission Expires Mar. 26, 2008

ASSIGNEE

**TRIAX PHARMACEUTICALS, LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Joseph Krivulka  
Chief Executive Officer

and By: \_\_\_\_\_  
Leonard L. Mazur  
Chief Operating Officer

*Signature Page to Patent Rights Assignment]*

**Schedule A**  
**Patent Application**

US Patent Application No. 11/432,742, titled, "Stabilized steroid composition and method for its preparation," filed May 11, 2006

US Patent Application No. 10/762,652, titled, 'Stabilized steroid composition and method for its preparation,' filed January 22, 2004

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